

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

SINSIN EUROPE SOLAR ASSET
LIMITED PARTNERSHIP, et al.,

Petitioners,

v.

SPI ENERGY CO. LTD.,

Respondent.

No. 2:22-cv-01991-MCE-JDP

ORDER

Petitioners SinSin Europe Solar Asset Limited Partnership (“SinSin Europe”) and SinSin Solar Capital Limited Partnership (“SinSin Solar”) (collectively, “Petitioners” or “SinSin”) initiated this action against Respondent SPI Energy Co. Ltd (“Respondent” or “SPI”) to confirm two arbitral awards pursuant to the Convention on the Recognition and Enforcement of Foreign Arbitral Awards of June 10, 1958, 21 U.S.T. 2517, 330 U.N.T.S. 38 (“New York Convention”), as implemented by the Federal Arbitration Act (“FAA”), 9 U.S.C. § 201 et seq. Petitioners also seek attorneys’ fees and an award of injunctive relief in the form of a worldwide asset freeze to prevent Respondent from dissipating its assets. For the following reasons, Petitioners’ requests are GRANTED in part and DENIED without prejudice in part.¹

¹ Because oral argument would not have been of material assistance, the Court declined to set a hearing date and decides this matter on the briefs. E.D. Local Rule 230(g).

1 The Petition for Confirmation of Foreign Arbitral Awards is supported by the
2 record and unopposed. It is therefore GRANTED in its entirety.

3 The Court declines, however, to order injunctive relief until such time as
4 Petitioners can show that Respondent is refusing to comply with this Court's orders after
5 judgment has been entered. While the Court concludes that a worldwide asset freeze
6 would be premature at this juncture, if Respondent delays in fulfilling its obligations, the
7 Court will entertain a renewed motion for equitable relief on an expedited basis.

8 Finally, the Court concludes that Petitioners are entitled to an award of attorneys'
9 fees and costs. Respondent refused to pay Petitioners amounts due pursuant to clearly
10 valid arbitral awards. It then forced Petitioners to bring this action, incurring more fees
11 and costs for all parties. Respondent opposed Petitioners' original Petition and then
12 dropped all arguments against confirmation and conceded that the awards should be
13 confirmed once the Amended Petition was filed. This kind of dilatory behavior is exactly
14 why fee awards exist, and Petitioners request is GRANTED. See General Marine II, LLC
15 v. Kelly, Case No.: 3:21-cv-1425-W-DEB, 2022 WL 4488003, at *2 (S.D. Cal.)
16 ("Generally, when a defendant simply refuses to pay an arbitration award and forces the
17 plaintiff to file a petition to confirm the award, courts grant attorney's fees based on a
18 finding of bad faith.").

19 Accordingly, IT IS HEREBY ORDERED that:

20 1. The Petition for Confirmation of Foreign Arbitral Awards (ECF No. 19)
21 GRANTED. Respondent shall pay Petitioners the amounts payable to Petitioners under
22 the Awards, which is no less than \$60,349,486.13; subject to a continuing interest rate of
23 six percent accruing from November 30, 2015 on half of the outstanding balance owed
24 under the parties' Share Sale and Purchase Agreement dated September 6, 2014
25 ("SPA") (€19,027,000), and accruing from June 20, 2016 on the remaining half of the
26 outstanding amount owed under the SPA (€19,027,000).

27 2. Petitioners' request for injunctive relief is DENIED without prejudice to
28 renewal as necessary should Respondent fail to comply with this Court's orders.

3. Petitioners' motion for an award of attorneys' fees and costs is GRANTED. Not later than thirty (30) days following the date this Memorandum and Order is electronically filed, Petitioners are directed to file their motion as to the amount of those costs and fees.

4. The Clerk of the Court is directed to enter judgment in Petitioners' favor and to close this case.

IT IS SO ORDERED.

Dated: September 29, 2023


MORRISON C. ENGLAND, JR.
SENIOR UNITED STATES DISTRICT JUDGE